



GAIL FARBER, Director

# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

May 10, 2011

# ADOPTED

IN REPLY PLEASE

REFER TO FILE:

WM-4

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

47 May 10, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**MALIBU CREEK AND LAGOON BACTERIA TOTAL MAXIMUM DAILY LOAD  
COORDINATED MONITORING PLAN IMPLEMENTATION  
AGREEMENT NO. 07-4824B  
(SUPERVISORIAL DISTRICT 3)  
(3 VOTES)**

**SUBJECT**

This action is to enter into an Agreement between the County of Los Angeles and the Cities of Agoura Hills, Calabasas, Hidden Hills, Malibu, and Westlake Village in order to continue the funding and implementation of the Malibu Creek and Lagoon Bacteria Total Maximum Daily Load Coordinated Monitoring Plan. The estimated net County cost of the Agreement is \$150,844 effective from the date of execution through March 10, 2013.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed coordinated monitoring plan project implementing the total maximum daily load for the Malibu Creek and Lagoon Bacteria is exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Based on available funding appropriation, authorize the Chief Executive Officer or his designee, on behalf of the County of Los Angeles, to execute an Agreement with the Cities of Agoura Hills, Calabasas, Hidden Hills, Malibu, and Westlake Village effective from the date of execution through March 10, 2013, for the Malibu Creek and Lagoon Bacteria Total Maximum Daily Load Coordinated Monitoring Plan for a net County cost not to exceed \$150,844.

3. Authorize the Chief Executive Officer or his designee, on behalf of the County of Los Angeles, to execute any necessary amendments to the Agreement, including amendments to add the California Department of Transportation as a party to the Agreement or extend the term of the Agreement in order to continue to share the cost of implementing the coordinated monitoring plan, provided that any cost-related amendments are budgeted and do not increase the County's proportional share.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On July 15, 2008, your Board authorized the Director of Public Works, on behalf of the County of Los Angeles (County), to enter into a three-year Agreement with the State of California Department of Transportation (Caltrans) and the Cities of Agoura Hills, Calabasas, Hidden Hills, Malibu, and Westlake Village (Cities) for the Coordinated Monitoring Plan (CMP) project implementing the Malibu Creek and Lagoon Bacteria Total Maximum Daily Load (Malibu Creek Bacteria TMDL). The purpose of the recommended actions is to find that the continuation of the CMP project is exempt from the California Environmental Quality Act (CEQA) and authorize the Chief Executive Officer or his designee, on behalf of the County, to execute an Agreement, in a form substantially similar to the enclosed, with the Cities.

Under the enclosed new Agreement, participating agencies will jointly fund the CMP based on available funding appropriations. Each agency's cost share is based on its respective jurisdictional land area within the Malibu Creek Watershed. However, Caltrans has indicated that they do not have adequate funding to participate in the CMP project at this time. As a result, the costs that would have been paid by Caltrans, had it been able to participate, have been distributed to the remaining agencies according to their proportional share of jurisdictional land area.

The City of Agoura Hills has again agreed to act as the lead implementing agency on behalf of the responsible agencies within the Malibu Creek Watershed. Additionally, due to the California Regional Water Quality Control Board (RWQCB) requirement under the TMDL to continue monitoring, the responsible agencies agree that the City of Agoura Hills may continue to provide the monitoring services to avoid a lapse in monitoring and ensure compliance with the TMDL. The City of Agoura Hills will be paid a fee up to 15 percent of the cost of the work performed for their project management and contract administration services. While the initial term of the Agreement is from the date of execution through March 10, 2013, the Agreement provides for additional two-year extensions subject to approval by the respective parties.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). This Agreement supports the development of cooperative partnerships with local agencies to effectively leverage resources using a collaborative effort. Also, implementation of this CMP fulfills the requirements under the Malibu Creek Bacteria TMDL in order to assess the water quality in the Malibu Creek Watershed and will ultimately improve the quality of life for the unincorporated area communities.

### **FISCAL IMPACT/FINANCING**

The net County cost for the unincorporated County area and the proportional share resulting from Caltrans' nonparticipation is \$150,844 for the term of the Agreement, which is from the date of execution through March 10, 2013. The net County cost for the first year, including a proportional share of \$758 associated with Caltrans' nonparticipation, in the amount of \$75,089, is included in the Department of Public Works' Fiscal Year 2010-11 General Fund Budget. Due to the RWQCB's requirement to continue monitoring established by the TMDL, the first year costs also include the City of Agoura Hills' continued monitoring services during the period of March 10, 2011, through final execution of the Agreement. The second year funding, in the amount of \$75,755, will be requested in the Department of Public Works' Fiscal Year 2011-12 General Fund Budget. Any increased share of cost exceeding the Agreement amount will require an amendment to the Agreement and approval by your Board.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The RWQCB adopted the Malibu Creek Bacteria TMDL, which subsequently became effective on January 24, 2006. This TMDL identified the County, Caltrans, and the Cities as responsible agencies for meeting TMDL requirements, including implementation of and continued participation in a monitoring program. The California State Parks was named as a responsible agency, however, their jurisdictional land was considered a natural, background source by the RWQCB. Further, the State Parks are not regulated by any Municipal Separate Storm Sewer System permit. Therefore, although encouraged to participate in a CMP it was not mandated, and State Parks has elected not to participate. This TMDL identified the County as the lead agency responsible for coordinating the activities of the other TMDL responsible agencies with the RWQCB.

The Malibu Creek Bacteria TMDL has not been incorporated into the National Pollutant Discharge Elimination System Permit. However, the California Water Code Provision related to technical or monitoring reports allows the County, the Cities, and the other responsible agencies to respond to requests from the RWQCB with information that could result in more cost-efficient programs in the long-run.

Pursuant to this TMDL, the responsible agencies jointly submitted a CMP to the RWQCB. The RWQCB subsequently approved this CMP on September 11, 2007, and further directed the responsible agencies to implement and continue participation in the CMP. On July 31, 2008, the County, Caltrans, and the Cities entered into an Agreement in which the City of Agoura Hills implemented the monitoring program on behalf of the agencies. This original Agreement, however, expired on March 10, 2011.

Under the enclosed new Agreement, the City of Agoura Hills, on behalf of itself, the County, and the other Cities, will continue to perform the monitoring provided for in the CMP. Additionally, due to the RWQCB's requirement under the TMDL to continue monitoring, the responsible agencies agree that the City of Agoura Hills may continue the monitoring activities beginning March 11, 2011, to avoid a lapse in water-quality monitoring and ensure compliance with the TMDL.

County Counsel has reviewed and approved this Agreement in concept. Upon your Board's delegation of authority, this Agreement, in a form substantially similar to the enclosed, will be approved as to form by County Counsel prior to execution by the Chief Executive Officer or his designee. The County-executed Agreement will be returned to the City of Agoura Hills for final execution and processing.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed activities are statutorily exempt from CEQA. The proposed Agreement, which includes funding for the implementation of the CMP, involves feasibility and planning studies for possible future actions, which have not been approved, adopted, or funded and, therefore, are exempt under section 15262 of the CEQA Guidelines. Further, the proposed activities do not include the adoption of a plan that will have a legally binding effect on later activities.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**


Approval of these actions will benefit the County by sharing in the cost of implementing the monitoring program. There will be no negative impact on current services.

The Honorable Board of Supervisors  
May 10, 2011  
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**CONCLUSION**

Please return two adopted copies of this letter each to the Chief Executive Office, Community Services Cluster and Capital Programs, and the Department of Public Works, Watershed Management Division.

Respectfully submitted,

  
GAIL FARBER  
Director of Public Works

  
WILLIAM T FUJIOKA  
Chief Executive Officer

GF:GH:jtz  
WTF:RR:DSP:BK

Enclosure

c: Auditor-Controller  
Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office  
State of California Department of Transportation  
City of Agoura Hills  
City of Calabasas  
City of Hidden Hills  
City of Malibu  
City of Westlake Village

07-LA-1, PM 46.8/47.2  
07-LA-23, PM 6.9/8.9  
07-LA-101, PM 29.3/38.19  
07-VEN-23, PM 0.0/3.29  
07-VEN-101, PM 0.0/1.1

**MALIBU CREEK BACTERIA TMDL  
COORDINATED MONITORING PLAN IMPLEMENTATION  
AGREEMENT NO. 07-4824B**

**AGREEMENT**

THIS AGREEMENT, made and entered into by and between the CITY OF MALIBU, a municipal corporation ("MALIBU"), the CITY OF CALABASAS, a municipal corporation ("CALABASAS"), the CITY OF WESTLAKE VILLAGE, a municipal corporation ("WESTLAKE VILLAGE"), the CITY OF HIDDEN HILLS, a municipal corporation ("HIDDEN HILLS"), the COUNTY OF LOS ANGELES, a political subdivision of the State of California ("LA COUNTY"), (all of the aforementioned are hereinafter collectively referred to as "PARTICIPATING AGENCIES"), and the CITY OF AGOURA HILLS, a municipal corporation ("AGOURA HILLS"). Collectively, these entities shall be known herein as "PARTIES", or each individually as "PARTY".

**WITNESSETH**

WHEREAS, on March 21, 2003, the United States Environmental Protection Agency (USEPA) established a Total Maximum Daily Load (TMDL) for bacteria in the Malibu Creek Watershed; and

WHEREAS, on December 13, 2004, the California Regional Water Quality Control Board, Los Angeles Region (RWQCB), adopted Resolution No. 2004-019R to incorporate a TMDL for bacteria in the Malibu Creek Watershed (herein after referred to as "BACTERIA TMDL") into the Water Quality Control Plan - Los Angeles Region; and

WHEREAS, the BACTERIA TMDL was subsequently approved by the State Water Resources Control Board, the State Office of Administrative Law, and the USEPA and became effective on January 24, 2006; and

WHEREAS, the BACTERIA TMDL, is not self-enforcing and has not been incorporated into the NPDES Permit, in a manner required for this TMDL to be legally enforceable; and

WHEREAS, the BACTERIA TMDL identifies the counties of Los Angeles and Ventura; the cities of Malibu, Calabasas, Agoura Hills, Hidden Hills, Westlake Village, Simi Valley and Thousand Oaks; and the State of California through its Department of

Transportation (CALTRANS) and Parks and Recreation (collectively herein referred to as Agencies, or individually as Agency); and

WHEREAS, the BACTERIA TMDL required the Agencies to provide to the RWQCB a coordinated monitoring plan, outlining a water quality monitoring strategy to better characterize the existing water quality and to ultimately serve as the compliance monitoring plan for the Malibu Creek and Lagoon Bacteria TMDL; and

WHEREAS, on September 11, 2007, the RWQCB approved the Malibu Creek and Lagoon Bacteria TMDL Compliance Monitoring Plan (herein-after referred to as MONITORING PLAN) submitted by the PARTIES; and

WHEREAS, on July 31, 2008, the PARTIES and CALTRANS entered into an agreement to cooperatively establish a monitoring program that is consistent with the approved MONITORING PLAN and consistent with the provisions of the BACTERIA TMDL, and said agreement expired on March 10, 2011; and

WHEREAS, CALTRANS, due to current budget restrictions is unable to participate in this Agreement however, if funds are appropriated, may participate by amendment to this Agreement; and

WHEREAS, the PARTICIPATING AGENCIES desire to have AGOURA HILLS contract for the services of a consultant to continue to implement the MONITORING PLAN, administer the consultant services contract, provide project management services, and submit the results of the MONITORING PLAN to the RWQCB; and

WHEREAS, AGOURA HILLS is willing to perform the desired services described in the MONITORING PLAN and as described above; and

WHEREAS, the PARTICIPATING AGENCIES and AGOURA HILLS desire to share, based on respective jurisdictional land area, subject to each PARTY's annual budget approval, the estimated monetary cost of implementing the MONITORING PLAN as described by the cost-sharing formula and estimated management costs set forth in Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by PARTICIPATING AGENCIES and AGOURA HILLS and of the promises herein contained, it is hereby agreed as follows:

(1) PARTICIPATING AGENCIES, AND EACH OF THEM, AGREE:

- a. To provide reasonable assistance to AGOURA HILLS in the preparation of any necessary information and documents related to implementation of the MONITORING PLAN.

- b. To designate a representative to ensure that each of the PARTICIPATING AGENCIES maintains a commitment to the implementation of the MONITORING PLAN. The representative shall also be responsible for providing information requested by the consultant or AGOURA HILLS and ensuring that tasks assigned to the PARTICIPATING AGENCY are completed on schedule.
- c. The RWQCB approved the MONITORING PLAN on September 11, 2007, and further required the implementation of and continued participation in the coordinated monitoring program beginning March 11, 2008, and continue. *In light of* the expiration of the original Agreement on March 10, 2011, the PARTICIPATING AGENCIES have agreed that the City of Agoura Hills will continue the monitoring to avoid a lapse in monitoring and ensure compliance with the BACTERIA TMDL. The PARTICIPATING AGENCIES agree to deposit funds, subject to annual budget authority, with AGOURA HILLS, within forty-five (45) calendar days of receipt of an annual invoice, for the provision of monitoring services to continue the MONITORING PLAN in accordance with the COST-SHARING PERCENTAGES set forth in EXHIBIT A. However, any proposed increase in any PARTY'S share of costs in excess of the amounts estimated in Exhibit A will require amendment to this Agreement in the form of an Amendment pursuant to Section 3(m) herein.
- d. To review and approve any documents related to the MONITORING PLAN requested by AGOURA HILLS in a timely manner to meet established deadlines.
- e. That AGOURA HILLS shall act on behalf of PARTICIPATING AGENCIES in all matters pertaining to the consultant and in the administration of the consultant services contract for the MONITORING PLAN, and that AGOURA HILLS shall be solely responsible for coordinating the activities of the consultant and ensuring that all issues and concerns of the PARTICIPATING AGENCIES are adequately addressed.
- f. Not to hold AGOURA HILLS accountable for other than its pro rata share of the expense of changes or additions to the MONITORING PLAN, as provided in Exhibit A.

(2) AGOURA HILLS AGREES:

- a. To award a contract for consultant services to implement the MONITORING PLAN, to execute and administer the contract, and to act on behalf of PARTICIPATING AGENCIES in all matters pertaining thereto.
- b. To fund AGOURA HILLS's share of the cost of the implementation of the MONITORING PLAN in accordance with the COST-SHARING PERCENTAGES set forth in Exhibit A.



- c. To furnish PARTICIPATING AGENCIES a final accounting of the cost of the implementation of the MONITORING PLAN for each quarter that the plan is in effect, within one hundred twenty (120) calendar days after the completion of the activities set forth for that quarter or other later date as may be determined by AGOURA HILLS and approved by the designated representatives of PARTICIPATING AGENCIES.
- d. As set forth in Exhibit A, if it is determined that the cost of implementing the MONITORING PLAN for each year will be more than that year's amount, AGOURA HILLS must notify the PARTICIPATING AGENCIES of the amount needed of their respective pro rata shares within a reasonable time after the cost of implementing is determined. If the final annual cost of implementing the MONITORING PLAN is less than the amount deposited by the PARTICIPATING AGENCIES, AGOURA HILLS will refund to PARTICIPATING AGENCIES the amount of their respective pro rata shares of the difference within one hundred twenty (120) calendar days after furnishing the final accounting to PARTICIPATING AGENCIES.
- e. To furnish monitoring data to the Regional Board and a copy to PARTICIPATING AGENCIES as set forth in the MONITORING PLAN.

**(3) PARTICIPATING AGENCIES AND AGOURA HILLS, AND EACH OF THEM, AGREE:**

- a. The purpose of this AGREEMENT is to cooperatively, voluntarily, and jointly fund the implementation of the MONITORING PLAN.
- b. The parties to this AGREEMENT shall cooperate fully with one another to attain the purposes of this AGREEMENT.
- c. Nothing in this AGREEMENT, nor the work set forth in this AGREEMENT, nor any activity approved or carried out by the parties hereunder, shall be interpreted as a waiver of the position that the efforts to be undertaken by the parties are subject to the "Maximum Extent Practicable" standard set forth in the Clean Water Act (33 U.S.C. Section 1251 et seq.).
- d. The annual cost of implementing the MONITORING PLAN shall not exceed the year's total, as provided in the Exhibit A, except with the express written consent of all PARTIES to the AGREEMENT in the form of an amendment pursuant to Section 3(m) herein.
- e. AGOURA HILLS shall not approve any changes or additions to the MONITORING PLAN and/or to the consultant services contract that will result in an increase in the total cost of the implementation of the MONITORING PLAN or the cost of any PARTY's individual allocation, except with the

express written consent of all PARTIES in the form of an amendment pursuant to Section 3(m) herein.

- f. This Agreement shall be effective on the date of the last party's signature and shall terminate on **March 10, 2013**, except as provided herein and in paragraph g, of Section 3 of this Agreement. Further, this Agreement may be extended in two (2) year increments with the written approval of all the representatives of all PARTIES in the form of an amendment to the AGREEMENT pursuant to Section 3(m).
- g. AGOURA HILLS may unilaterally terminate this AGREEMENT in the event changes or additions are necessary that would increase the total cost of the MONITORING PLAN set forth in Exhibit A and the parties do not amend this AGREEMENT so as to provide for the funding of the increased cost of the MONITORING PLAN. In such an event PARTICIPATING AGENCIES shall only be entitled to a refund of PARTICIPATING AGENCIES' unused funds previously deposited with AGOURA HILLS for the MONITORING PLAN and AGOURA HILLS shall have no further obligation under this AGREEMENT. Upon such unilateral termination by AGOURA HILLS, PARTICIPATING AGENCIES shall receive a copy of all documents and materials developed by AGOURA HILLS or its consultant for the MONITORING PLAN.
- h. A PARTICIPATING AGENCY may withdraw from this AGREEMENT upon 60 days written notice to the other parties, subject to payment of any invoice received from AGOURA HILLS prior to or during the 60-day notice period for its share of the cost of the work completed as of the date of its notice of withdrawal, calculated in accordance with the COST-SHARING PERCENTAGES set forth in Exhibit A. The effective withdrawal date shall be the sixtieth (60th) day after AGOURA HILLS receives the withdrawing PARTY's notice to withdraw from the AGREEMENT. AGOURA HILLS shall refund to the withdrawing PARTY any unused funds paid by the withdrawing PARTY for work not yet completed as of the withdrawing PARTY's effective withdrawal date. All PARTIES understand, acknowledge, and agree that withdrawal from this AGREEMENT will terminate any responsibility, liability or obligation of the withdrawing PARTY under this AGREEMENT commencing on the effective withdrawal date and that the withdrawing PARTY shall remain liable for its share of any loss, debt or liability incurred prior to the withdrawal date provided in the notice. Withdrawal from this AGREEMENT does not release any PARTY from the obligations set forth in Resolution No. 2004-019R.
- i. Each party shall indemnify, defend, and hold each of the other parties, including their special districts, agents, officers, and employees, harmless from and against any and all liability and expense arising from any act or omission of such party, its agents, officers, and employees in connection with the performance of this AGREEMENT, including, but not limited to, defense

costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage; provided, however, that no party shall indemnify another party for that party's own negligence or willful misconduct.

- j. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies, defends, and holds each other party harmless for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein. This AGREEMENT is otherwise governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.
- k. During the term of this AGREEMENT, each of the PARTIES, hereby grants to the other PARTIES the right of access and entry to all storm drains, creeks, beaches, and existing monitoring stations at beaches subject to this AGREEMENT (the "Property") at all reasonable times for the purpose of discharging the duties and obligations described in this AGREEMENT. Prior to exercising said right of entry, except during exigent circumstances, the entering party shall provide reasonable written notice to the party that owns the Property. For the purposes of this provision, written notice shall include notice delivered via e-mail and shall be delivered to the applicable party representative at least forty-eight (48) hours in advance of entry onto the Property. Prior to entry, the entering party must receive confirmation from the noticed party that entry may be allowed onto the Property. However, should the party require access to the Los Angeles County Flood Control District facilities such as storm drains, channels, creeks, and existing monitoring stations, the party shall obtain a right of access and entry under a Permit from, or a separate agreement with, the Los Angeles County Flood Control District. An entering party shall indemnify, defend, and hold harmless the party that owns the Property, its special districts, agents, officers, and employees from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert fees) arising from or connected with its entry onto the Property and work performed on said Property; provided, however, that no entering party shall indemnify another party for that party's own negligence or willful misconduct.

- l. No party shall have a financial obligation to any other party or have power to incur a financial obligation or liability on behalf of another party or otherwise act as an agent of another party under this AGREEMENT, except as expressly provided herein.
- m. This AGREEMENT may be amended in writing with the signature of all parties in the manner originally executed.
- n. The PARTICIPATING AGENCIES and AGOURA HILLS may decide after the initial term of this Agreement that the responsibilities associated with management and implementation of the MONITORING PLAN and the consultant services contract as currently assigned to AGOURA HILLS may be rotated among the PARTICIPATING AGENCIES. A schedule to designate different agencies to be responsible for the management and implementation of the plan may be affected by an amendment to this AGREEMENT in writing with the signature of all parties in the manner originally executed.
- o. Any notices, invoices, reports, correspondence, or other communication concerning this AGREEMENT shall be directed to the following, except that any party may change the name or address by giving the other parties at least ten (10) working days written notice of the new name or address:

**MALIBU:**

Mr. Robert L. Brager  
Director of Public Works  
City of Malibu  
23815 Stuart Ranch Road  
Malibu, CA 90265-4861  
[BBrager@ci.malibu.ca.us](mailto:BBrager@ci.malibu.ca.us)  
(310) 456-2489 ext. 247

**CALABASAS:**

Mr. Robert Yalda  
Director of Public Works  
City of Calabasas  
26135 Mureau Road  
Calabasas, CA 91 302-31 72  
[ryalda@cityofcalabasas.com](mailto:ryalda@cityofcalabasas.com)  
(818) 878-4225 ext. 254

**AGOURA HILLS:**

Mr. Ramiro Adeva  
City Engineer  
City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301-2583  
[radeva@ci.agoura-hills.ca.us](mailto:radeva@ci.agoura-hills.ca.us)  
(818) 597-7322

**WESTLAKE VILLAGE:**

Mr. John Knipe  
City Engineer  
City of Westlake Village  
31200 Oak Crest Drive  
Westlake Village, CA 91361-4643  
[john@wlv.org](mailto:john@wlv.org)  
(818) 706-1613

**HIDDEN HILLS:**

Mr. Dirk Lovett  
City Engineer  
City of Hidden Hills  
6165 Spring Valley Road  
Hidden Hills, CA 91302-1257  
[dirklovett@caaprofessionals.com](mailto:dirklovett@caaprofessionals.com)  
(818) 888-9281

**LA COUNTY:**

Mr. Oliver D. Galang, P.E., Watershed Manager  
County of Los Angeles Department of Public Works  
Watershed Management Division, 11th Floor  
900 South Fremont Ave.  
Alhambra, CA 91803-1331  
[ogalang@dpw.lacounty.gov](mailto:ogalang@dpw.lacounty.gov)  
Phone No.: (626) 458-4364

- p. The parties are, and shall at all times remain as to each other, wholly independent entities. No party to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of any other party unless expressly provided to the contrary by this AGREEMENT. No employee, agent, or officer of a party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another party. Nothing in this Agreement shall be construed to create an entity separate from the agencies that join in this cooperative effort.

- q. This AGREEMENT shall be binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of each party.
- r. This AGREEMENT shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- s. If any provision of this AGREEMENT shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this AGREEMENT shall not be affected and this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.
- t. This AGREEMENT may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.
- u. All parties have been represented by counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting party.
- v. Each of the persons signing below on behalf of a party represents and warrants that he or she is authorized to sign this AGREEMENT on behalf of such party.
- w. All information and data obtained or developed by PARTICIPATING AGENCIES directly connected with the implementation of this AGREEMENT shall be available upon request, except where prohibited by law, to the other PARTICIPATING AGENCIES without further charge. Use of said reports, data, and information shall appropriately reference the source of all documents as the "Malibu Creek Bacteria Total Maximum Daily Load Coordinated Monitoring Plan," with each PARTICIPATING AGENCIES likewise named.
- x. Data compiled, and the results of studies performed, under this AGREEMENT will become public domain upon the completion of the time frame set forth in Section 3(f), or as subsequently amended.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed on their behalf by their respective officers, duly authorized, as follows:

Dated: \_\_\_\_\_

COUNTY OF LOS ANGELES,

ATTEST:

By \_\_\_\_\_  
William T Fujioka  
Chief Executive Officer

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By \_\_\_\_\_  
Deputy

Dated: \_\_\_\_\_

CITY OF MALIBU

By \_\_\_\_\_  
Jim Thorsen, City Manager

ATTEST:

By \_\_\_\_\_  
Lisa Pope, City Clerk  
(seal)

APPROVED AS TO FORM:

By \_\_\_\_\_  
Christi Hogin, City Attorney



Dated: \_\_\_\_\_

CITY OF WESTLAKE VILLAGE,  
a municipal corporation

By \_\_\_\_\_  
Ned Davis, Mayor

ATTEST:

\_\_\_\_\_  
Beth Schott, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Terence Boga, City Attorney

Dated: \_\_\_\_\_

CITY OF AGOURA HILLS

By \_\_\_\_\_  
Harry Schwarz, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly Rodrigues, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Craig A. Steele, City Attorney

Dated: \_\_\_\_\_

CITY OF CALABASAS

By \_\_\_\_\_  
Berry Groveman, Mayor

ATTEST:

\_\_\_\_\_  
Gwen Peirce, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michael G. Colantuono, City Attorney

Dated: \_\_\_\_\_

CITY OF HIDDEN HILLS

By \_\_\_\_\_  
Larry G. Weber, Mayor

ATTEST:

\_\_\_\_\_  
Cherie L. Paglia, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Roxanne M. Diaz, City Attorney

**EXHIBIT A**  
**JURISDICTIONAL COST SHARE**

# **EXHIBIT A** **JURISDICTIONAL COST SHARE**

| <b>AGENCY</b>                     | <b>JURISDICTIONAL<br/>LAND ACRES</b> | <b>PERCENT<br/>SHARE</b> | <b>CONTRACT<br/>COST</b> | <b>MANAGEMENT<br/>FEE</b> | <b>AGENCY<br/>ANNUAL<br/>TOTAL</b> |
|-----------------------------------|--------------------------------------|--------------------------|--------------------------|---------------------------|------------------------------------|
| <b>FIRST YEAR (2011 to 2012)</b>  |                                      |                          |                          |                           |                                    |
| COUNTY OF LOS ANGELES             | 19,890                               | 59.32%                   | \$ 65,294.47             | \$ 9,794.17               | \$ 75,088.64                       |
| AGOURA HILLS                      | 5,178                                | 15.44%                   | \$ 16,998.23             | \$ 2,549.73               | \$ 19,547.96                       |
| CALABASAS                         | 4,279                                | 12.76%                   | \$ 14,047.01             | \$ 2,107.05               | \$ 16,154.06                       |
| WESTLAKE VILLAGE                  | 3,540                                | 10.56%                   | \$ 11,621.04             | \$ 1,743.16               | \$ 13,364.19                       |
| MALIBU                            | 536                                  | 1.60%                    | \$ 1,759.57              | \$ 263.94                 | \$ 2,023.50                        |
| HIDDEN HILLS                      | 105                                  | 0.31%                    | \$ 344.69                | \$ 51.70                  | \$ 396.40                          |
| <b>TOTAL FIRST YEAR</b>           | <b>33,528</b>                        | <b>100.00%</b>           | <b>\$110,065.00</b>      | <b>\$ 16,509.75</b>       | <b>\$126,574.75</b>                |
| <b>SECOND YEAR (2011 to 2012)</b> |                                      |                          |                          |                           |                                    |
| COUNTY OF LOS ANGELES             | 19,890                               | 59.32%                   | \$ 65,874.65             | \$ 9,881.20               | \$ 75,755.85                       |
| AGOURA HILLS                      | 5,178                                | 15.44%                   | \$ 17,149.27             | \$ 2,572.39               | \$ 19,721.66                       |
| CALABASAS                         | 4,279                                | 12.76%                   | \$ 14,171.83             | \$ 2,125.77               | \$ 16,297.60                       |
| WESTLAKE VILLAGE                  | 3,540                                | 10.56%                   | \$ 11,724.30             | \$ 1,758.64               | \$ 13,482.94                       |
| MALIBU                            | 536                                  | 1.60%                    | \$ 1,775.20              | \$ 266.28                 | \$ 2,041.48                        |
| HIDDEN HILLS                      | 105                                  | 0.31%                    | \$ 347.75                | \$ 52.16                  | \$ 399.92                          |
| <b>TOTAL SECOND YEAR</b>          | <b>33,528</b>                        | <b>100.00%</b>           | <b>\$111,043.00</b>      | <b>\$ 16,656.45</b>       | <b>\$127,699.45</b>                |